

Memorandum of Understanding
between
The United States Virgin Islands Department of Justice
and
The Monroe County Sheriff's Office, as fiduciary for the PR/USVI HIDTA
for
Employment of PR/USVI HIDTA personnel
2017-2018

Purpose: The Puerto Rico-US Virgin Islands High Intensity Drug Trafficking Area (hereinafter, "PR-USVI HIDTA" or "HIDTA") is a federal grant-funded initiative combating illegal drug use and trafficking in Puerto Rico and the US Virgin Islands. Funds awarded to the Monroe County Sheriff's Office (a political subdivision of the State of Florida, hereinafter "MCSO") through Grant Award **G17PR0001A** have been allocated to pay the salary of an administrative staff member assigned to the Virgin Islands Department of Justice (hereinafter "VIDOJ"). VIDOJ has agreed to accept said person as an employee and to pay her with grant funds transferred by MCSO to VIDOJ. This Agreement sets forth the obligations of MCSO and VIDOJ for this undertaking.

1. **No Guarantee of Employment:** Neither VIDOJ nor MCSO guarantee employment to any person hired under the terms of this Agreement. If federal funds are not available for transfer to VIDOJ, VIDOJ may release the individual from employment.
2. **Term of Agreement:** The term of the Agreement begins on January 1, 2017 and ends on December 31, 2018.
3. **Funds Transfer Process:** On a quarterly basis, MCSO will transfer to VIDOJ grant funds equal to the estimated cost of one quarter of the year's pay and benefits for PR/USVI HIDTA staff based in the Virgin Islands. These costs include employer social security contributions, pension or retirement contributions to the retirement system of the Government of the Virgin Islands, payment of accrued annual leave upon separation from employment, and any other amount paid by the government of the Virgin Islands to provide fringe benefits on behalf of an employee covered by this Agreement. VIDOJ will send MCSO payroll reports and other backup documentation as required on a quarterly basis, no later than (45) days after the end of the quarter.
4. **Salaries:** All salaries paid to HIDTA-funded staff shall be approved annually by the PR-USVI HIDTA Executive Board. Proof of same shall be provided to MCSO.

5. **Rate Changes:** VIDOJ will promptly inform MCSO of any increase or decrease in the costs of contributions to the Virgin Islands retirement system and any other cost(s) relevant to the salary described herein.

6. **Closeout Process:** After the term of this Agreement, MCSO and VIDOJ will reconcile grant funds advanced with payroll expenditures. Any unspent grant funds will be returned to MCSO.

7. **Parties:** The parties to the Agreement are MCSO and VIDOJ. The mailing address and point of contact for the parties are:

MCSO

Patrick J. McCullah
General Counsel
Monroe County Sheriff's Office
5525 College Road
Key West, FL 33040
Telephone: (305) 292-7020
Facsimile: (305) 292-7070
Email: pmccullah@keysoo.net

VIDOJ

Honorable Claude E. Walker
Attorney General of the US Virgin Islands
GERS Complex, 2nd Floor
34-38 Kronprindsens Gade
St. Thomas, USVI 00802
Telephone: (340) 774-5666 or (340) 714-9607
Facsimile: (340) 774-9710
Email: claudewalker@doj.vi.gov

8. **Notice:** Any notice provided pursuant to this Agreement will be in writing and delivered by hand or certified mail, return receipt requested, to the points of contact described above.

9. **Records Retention and Audit:** VIDOJ and MCSO agree to maintain records sufficient to permit audit of transactions under this Agreement until at least December 31, 2022. Both agencies agree to cooperate in any audit conducted by the federal government or under the authority of local law.

10. **Agreement Funded Exclusively by Federal Funds:** The Agreement is subject to the availability of funds. All funds transfers by MCSO called for in this Agreement will

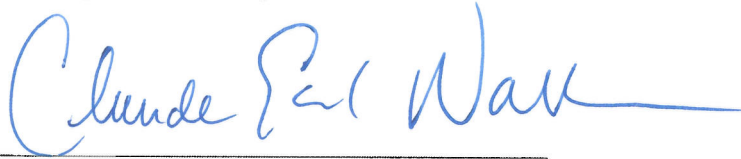
be made exclusively with funds provided by the government of the United States of America. No general funds of MCSO or the Board of County Commissioners of Monroe County, Florida, are available or may be used to satisfy any obligation arising from this Agreement. VIDOJ does not enter into this Agreement in reliance upon the funds, assets or taxing authority of MCSO, the County of Monroe, or the Board of County Commissioners of Monroe County, Florida.

11. **MCSO Not an Employer:** MCSO is not the employer of any person hired or paid under this Agreement. It will not direct or supervise the performance or conduct of any such person. MCSO has not investigated the background or qualifications of any person hired or paid under this Agreement. All decisions regarding hiring, promotions, pay, assignment, working conditions, lay-offs, and terminations will be made exclusively by VIDOJ, in cooperation with PR-USVI HIDTA.

12. **Cancellation for Convenience:** VIDOJ or MCSO may cancel this Agreement for any reason after providing the other party (30) days advance written notice. In the event of cancellation under this clause, VIDOJ and MCSO will proceed to close out the Agreement in an orderly manner, exchanging payroll reports and effecting a final financial reconciliation.

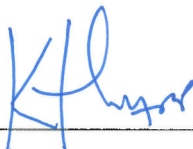
13. **Prohibition against Assignment:** Neither party shall assign all or any portion of its duties or rights under this Agreement without prior written consent of the other party.

US Virgin Islands Department of Justice



Honorable Claude E. Walker
Attorney General of the US Virgin Islands

Government of the US Virgin Islands



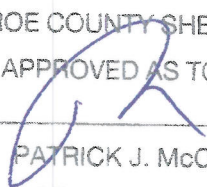
Honorable Kenneth L. Mapp
Governor of the US Virgin Islands

Monroe County Sheriff's Office



Richard Ramsay
Sheriff
Monroe County Sheriff's Office

MONROE COUNTY SHERIFF'S OFFICE
APPROVED AS TO FORM:



PATRICK J. McCULLAH
GENERAL COUNSEL

DATE: 1/18/2017